

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
VAVRINEK, TRINE, DAY & CO., LLP**

This agreement ("Amendment No. 1") is made and entered into on this ____ day of _____, 200__, ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and Vavrinek, Trine, Day & Co., LLP a California Limited Liability Partnership with its principal place of business located at 5000 Hopyard Road, Suite 335, Pleasanton, CA 94588 ("Contractor"). Contractor and City may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement For Services By and Between The City of Santa Clara, California, and Vavrinek, Trine, Day & Co., LLP dated April 25, 2006 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide annual certified audit services, and the Parties now wish to amend the Original Agreement to include additional audit work related to newly issued Statements on Auditing Standards.

In consideration of the above Recitals and the following mutual covenants and obligations, the Parties agree as follows:

AGREEMENT PROVISIONS

- 1. That Exhibit B of the Original Agreement, entitled "Fee Schdule" is hereby amended to read as follows:
In no event shall the amount billed to City by VTD for services under this Agreement exceed \$888,100.00 , subject to budget appropriations, as follows:

<u>Year ended June 30,</u>					
<u>Total</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
\$888,100	\$177,800	\$167,700	\$180,100	\$178,500	\$184,000

(Continued on Page 2 of this Amendment No. 1)

2. All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

HELENE L. LEICHTER
City Attorney

JENNIFER SPARACINO
City Manager

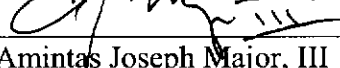
ATTEST:

ROD DIRIDON, JR.
City Clerk

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

"City"

**VAVRINEK, TRINE, DAY & CO., LLP,
a California Limited Liability Partnership**

By: 
Name: Amintas Joseph Major, III
Title: Partner VTD
Address: 5000 Hopyard, Suite 335
Pleasanton, CA 94588
Telephone: (925) 734-6600
Facsimile: (925) 734-6611
E-mail Address: amajor@vtcdpa.com

"Contractor"

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